

PATENT APPLICATION

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of

Joerg DANTLGRABER et al.

Application No.: 10/591,024

Filed: August 29, 2006

Docket No.: 129184

For: AXIAL PISTON MACHINE

**TRANSMITTAL OF POWER OF ATTORNEY AND
STATEMENT UNDER 37 CFR § 3.73(b)**

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Submitted herewith is a Power of Attorney from the Assignee.

In compliance with 37 CFR §3.73(b), the undersigned hereby states that BOSCH REXROTH AG is the assignee of the entire right, title and interest in the patent application identified above by virtue of an assignment from the inventors of the patent application identified above. A copy of the assignment is attached hereto and is concurrently being submitted for recordation.

The undersigned is authorized to act on behalf of the assignee.

In accordance with 37 CFR §1.36(a), submission of this Power of Attorney revokes any powers of attorney previously given.

**ALL CORRESPONDENCE IN CONNECTION WITH THIS APPLICATION SHOULD
BE SENT TO OLIFF & BERRIDGE, PLC, CUSTOMER NO. 25944, TELEPHONE
(703) 836-6400.**

Respectfully submitted,



James A. Oliff
Registration No. 27,075

Julie M. Lake
Registration No. 51,156

JAO:JML/cdk
Date: October 4, 2006

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

GENERAL POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Owner Name: BOSCH REXROTH AG

hereby appoints the patent practitioners associated with Oliff & Berridge, PLC Customer No. 25944 as attorneys of record to prosecute any and all patents and patent applications in which this General Power of Attorney is filed, and all continuations and divisions thereof, owned in whole or in part by the above-named owner, and to transact all business in the Patent and Trademark Office.

The undersigned is authorized to execute this document as or on behalf of the owner.

**ALL CORRESPONDENCE SHOULD BE SENT TO OLIFF & BERRIDGE, PLC,
CUSTOMER NO. 25944, TELEPHONE (703) 836-6400.**

7. November 2005
Date

ppa. A. Thümler i. V. Georg Nickel
Signature

Typed Name: Andreas Thümler / Georg Nickel

Title: _____
(if acting on behalf of an Owner)

ASSIGNMENT

(1-8) Insert Name(s) of Inventor(s)

(1) Jocrg DANTLGRABER (5) _____
(2) Rudolf SCHAEFFER (6) _____
(3) _____ (7) _____
(4) _____ (8) _____

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned, each undersigned agrees to assign, and hereby does assign, transfer and set over to

(9) Insert Name of Assignee
(10) Insert Address of Assignee

(9) BOSCH REXROTH AG
Heidehofstrasse 31
(10) 70184 Stuttgart, GERMANY

(hereinafter designated as the Assignee) and Assignee's heirs, successors, assigns and legal representatives, the entire right, title and interest for the United States of America as defined in 35 U.S.C. §100, in the invention, and in all applications for patent including any and all provisional, non-provisional, divisional, continuation, international, confirmation, substitute and reissue application(s), and all Letters Patent, extensions, reissues and reexamination certificates that may be granted on the invention known as

(11) Insert Identification such as Title, Case Number, or Foreign Application Number

(11) Axial Piston Machine

(Attorney Docket No. 129184)

for which the undersigned has (have) executed an application for patent in the United States of America on even date herewith or

(12) Insert Date of Signing of Application

(12) on _____

(13) Alternative Identification for filed applications

(13) U.S. application Serial Number 10 /591,024
filed August 29, 2006

1) Each undersigned agrees to execute all papers necessary in connection with any application and any continuing, divisional or reissue applications for the invention, and any patent(s) issuing thereon, and also to execute separate assignments in connection with such applications and patents as the Assignee may deem necessary.

2) Each undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning any application or continuation or division thereof, or any patent or reissue application based thereon, for the invention, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

3) Each undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

4) Each undersigned agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination a grant of a valid United States patent to the Assignee.

5) Each undersigned authorizes and requests the Commissioner of the U.S. Patent and Trademark Office to issue any and all Letters Patents of the United States resulting from said application(s) to the said Assignee, as Assignee of the entire interest, and covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreements in conflict herewith, and agrees that this assignment is binding on him and his heirs, successors, assigns and legal representatives.

6) Each undersigned hereby grants the firm of OLIFF & BERRIDGE, PLLC the power to insert on this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date <u>09. 14. 2006</u>	Inventor Signature <u>Jocrg Dantlgraber</u> (SEAL)
Date <u>09. 14. 2006</u>	Inventor Signature <u>Rudolf Schaeffer</u> (SEAL)
Date _____	Inventor Signature _____ (SEAL)
Date _____	Inventor Signature _____ (SEAL)
Date _____	Inventor Signature _____ (SEAL)
Date _____	Inventor Signature _____ (SEAL)
Date _____	Inventor Signature _____ (SEAL)
Date _____	Inventor Signature _____ (SEAL)

This assignment should preferably be signed before: (a) a Notary Public if within the U.S.A. (b) a U.S. Consul if outside the U.S.A. If neither, then it should be signed before at least two witnesses who also sign here:

Date <u>09. 14. 2006</u>	Witness <u>Udo Buell</u>
Date <u>09. 14. 2006</u>	Witness <u>Alexander Mauch</u>

BEST AVAILABLE COPY